The reason given by the court for this holding, was, that to allow the jury to examine the rotten wood, with a magnifying glass, would imply the necessity for the exercise of more than reasonable care upon the part of the city. This decision is peculiar and seems to stand as one of first impression. It has been often held that physical tests and so forth, can be made before the jury, and that they are permitted the use of the magnifying glass. In the case of *Barker* v. *Perry*, 67 Ia. 146, the jury was allowed to use a photograph; and also allowed to use a microscope to examine the same. The court said, that it was just as reasonable for the jury to use a microscope as it is for a juror of defective eyesight to wear glasses. Cases holding likewise, are *Hatch* v. *State*, 6 Tex. App. 384; *Matter of Foots*, 34 Mich. 21; *Ham* v. *State*, 4 Tex. App. 645; *Howland Will Case*, 4 Am. L. Rev. 625; *White Sewing Machine Company* v. *Gordon*, 124 Ind. 945. That photographs can be introduced in evidence, seems to be according to the well settled rule. *Railroad Co.* v. *Hall*, 91 Ala. 122; *Glazier* v. *Hebron*, 62 Hun, 137. Magnified photographic copies are commonly submitted to the jury. *Marcy* v. *Barnes*, 16 Gray 161, 77 Am. Dec. 405; *Hines* v. *McDermoot*, 82 N. Y. 41, 37 Am. Rep. 538; *Rowell* v. *Fuller*, 59 Vt. 688; 13 Alb. L. J. 407. None of these cases, however, quite covers the point in question.

EXECUTORS AND ADMINISTRATORS—ENFORCEMENT OF CLAIMS—LIMITATIONS.—A statute provided that no executor or administrator should be held to answer to a suit of a creditor of a deceased person, unless the suit was commenced within two years from the date of the first publication of the appointment. The executor of an estate made a payment on a claim held by a creditor, who had actual knowledge that the executor was acting as such, although no notice of his appointment had been given. Afterwards an administrator *de bonis non* was appointed, who published notice of his appointment. An action was brought by the creditor to recover the unpaid amount of his claim. *Held*, that the statute of limitations did not begin to run against the creditor until such publication, notwithstanding his actual knowledge of the appointment. *Lynch* v. *Farnell* (1902), — R. I. —, 53 Atl. Rep. 869.

The above case illustrates the proposition that special statutes of limitations, which shorten the time for the presentation of claims against the estates of deceased persons, must be strictly complied with, in order to take from creditors the benefit of the general statute of limitations. See SCHOULER ON EX'RS., sec. 418; CROSWELL, EX'RS. AND ADM'R'S., sec. 739.

FRAUDULENT CONVEYANCES—CREDITOR'S RIGHT TO SUBJECT WIFE'S PROPERTY TO PAYMENT FOR IMPROVEMENTS MADE THEREON BY HUSBAND. —A husband contracted for the building of a house on the lot which was the property of his wife and so appeared upon the record. But in contracting for the building the husband treated the lot as his own, and the material man relied upon it. The wife knew that the husband made the contract in his own name. The value of the lot was enhanced many times, and the husband became insolvent without paying for the material. *Held*, that the improved lot is subject to the payment for the material. *Brand* v. *Connery* (1903), — Mich. —, 92 N. W. Rep. 784.

The court said: "Counsel have evidently made diligent search and find no case directly in point. We also are unable to find any authority decisive of the question and must therefore decide it upon principle. This is not a case where the husband has made an absolute transfer of property to his wife, and has afterwards entered into business, contracted debts and become insolvent. He had transferred nothing to her when this contract was made. He

had not agreed with her to do so. So far as she was concerned he might have stopped at any time and removed the unused material. . . . . She knew that he was erecting this building as though it were his. . . . . The transaction is abhorrent to equity and good conscience. Equity stamps it as fraudulent in fact, though not in intent, and will extend its arm to accomplish justice. The original interest of the wife will be protected." The general rule undoubtedly is that a voluntary gift is void if made to defraud creditors, whether the donee participated in the fraud or not; and if the husband has thus improved the wife's realty, the creditors may follow it: *Kirby* v. *Burns*, 45 Mo. 234, 100 Am. Dec. 376; *Burt* v. *Timmons*, 29 West Va. 441, 2 S. E. 780, 6 Am. St. Rep. 664; *New So. Bldg. Ass'n.* v. *Reed*, 96 Va. 345, 31 S. E. 514, 70 Am. St. Rep. 858; *Trefethen* v. *Lynam*, 90 Me. 376, 38 Atl. Rep. 335, 60 Am. St. Rep. 271, 38 L. R. A. 190; *Nance* v. *Nance*, 84 Ala. 375, 4 S. Rep. 699, 5 Am. St. Rep. 378; *Heck* v. *Fisher*, 78 Ky. 643. Since a creditor has no claim upon his debtor's services, the creditor of an insolvent husband has no claim upon the land of the wife improved by the industry, sagacity, skill and labor of the husband; nor upon the fruits and issues of the wife's land cultivated by the insolvent husband. But there is dictum to the effect, that if such profits and issues amount to more than is reasonably necessary to support the family, creditors of the insolvent husband may reach it: *Eilers* v. *Conradt*, 39 Minn. 242, 39 N. W. 320, 12 Am. St. Rep. 641; *Martin* v. *Remington*, 100 Wis. 540, 76 N. W. 614, 69 Am. St. Rep. 941; *Commonwealth* v. *Fletcher*, 6 Bush (Ky.) 171; *Coyne* v. *Sayre*, 54 N. J. Eq. 702, 36 Atl. 96; *Trapnell* v. *Conklyn*, 37 W. Va. 242, 16 S. E. 570, 38 Am. St. Rep. 30. But it is believed that the above Michigan decision cannot be reconciled with *Corning* v. *Fowler*, 24 Ia. 584. Here the wife owned a lot; the insolvent husband built a house and barn upon it and made other improvements not necessary to the proper maintenance of his family. The wife was not guilty of a fraudulent purpose, but had knowledge of the improvements made by the insolvent husband and made no objection to his thus expending his money. The expenditure was voluntary and not under any contract, but the court refused to allow creditors to subject the wife's land to the extent of the improvements placed thereon, upon the theory that the husband had acquired no interest in the land, and that she could not be considered a trustee holding the improvements for the benefit of his creditors.

FRAUDULENT CONVEYANCES—PERSONAL LIABILITY OF WIFE FOR PROPERTY CONVEYED TO HER IN FRAUD OF CREDITORS AND BY HER SOLD TO BONA FIDE PURCHASER.—A husband conveyed land in fraud of his creditors to his wife. Then he made an assignment. The wife sold the land so conveyed to an innocent purchaser for value. A personal judgment against her is sued for to the extent of the consideration she received from the sale of the land fraudulently conveyed to her by her husband. *Held*, no personal judgment against her can be obtained; *Sheldon* v. *Parker* (1902), — Neb. —, 92 N. W. Rep. 923.

The circumstances of the transaction and the language of the court seem to indicate that the wife was an actual participant in the fraud, but the court does not definitely so state, and seems to rely upon *Place* v. *Sedgwick*, 95 U. S. 3, 24 Law. ed. 591, where there was no actual but only constructive fraud. If the wife was guilty of actual fraud then, unless there is a difference between conveying land to a wife or paying a mortgage on her land, the holding does not appear to be in accord with *Blair* v. *Smith*, 114 Ind. 114, 15 N. E. 817, 5 Am. St. Rep. 593, where a husband having no property subject to execution, invested his funds to pay off a mortgage on his wife's lands, colluding with her to defraud his creditors thereby; and the wife afterwards